



PATRICIA S. PLOEHN, LCSW  
Director

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

August 4, 2009

24

AUGUST 4, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District  
MARK RIDLEY-THOMAS  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

## **REQUEST APPROVAL OF A STATE OF CALIFORNIA STANDARD AGREEMENT FOR TECHNICAL CONSULTING SERVICES TO THE STATE OF CALIFORNIA OFFICE OF SYSTEMS INTEGRATION (ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

### **SUBJECT**

Approve the State of California (State) Standard Agreement Number 75318682 allowing the County of Los Angeles to accept 100 percent reimbursement of the cost of one Department of Children and Family Services (DCFS) employee serving as consultant/Subject Matter Expert (SME) to the State Office of Systems Integration (OSI) for three years, effective September 1, 2009 through August 31, 2012, at the total cost of \$435,743.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Instruct the Chairman to sign and adopt on behalf of your Board the attached State Board Resolution (Attachment A) and Certification (Attachment B) in order to certify Board approval as required by OSI.
2. Approve and instruct the Chairman to sign the attached State of California Standard Agreement (Agreement) Number 75318682 (Attachment C) under which the State agrees to reimburse the County 100 percent of the cost for one consultant at the level of a Children Services Worker (CSW) III to provide consultant services to OSI. The three (3) years Agreement is effective September 1, 2009 through August 31, 2012. There is no net County cost (NCC). The maximum amount allocated by the State is \$435,743, of which

*"To Enrich Lives Through Effective and Caring Service"*

\$120,769 in FY 2009-10, \$146,874 in FY 2010-11, \$144,434 in FY 2011-12, and \$23,666 in FY 2012-13, as detailed in the attached Budget (Exhibit B).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

To ensure that the Child Welfare Services (CWS)/Web solution is effective and efficient within the county and state child welfare and adoptions setting, OSI has requested that the contracted services provided by the current consultant be continued for three (3) additional years. Approval of the recommended actions will assist OSI in improving the Child Welfare Services/Case Management System (CWS/CMS) and allow continuity in providing technical services and support to the CWS/Web system. It will also ensure that Los Angeles County specific requirements are included when the procurement team defines the new CWS/Web system capability to meet OSI's requirements.

The State requires a Resolution and Certification authorizing the Chairman of the Board to sign and enter into the Agreement.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals No. 2: Children, Family and Adult Well-Being. The recommended actions will provide for continued County input into enhancement designs and maintenance of the CWS/CMS system.

### **FISCAL IMPACT/FINANCING**

There is no NCC as the State will reimburse the County at 100 percent of the cost of the salary and benefits of one CSW III for the three-year Agreement. The maximum total amount is \$435,743, of which \$120,769 will be in FY 2009-10, \$146,874 in FY 2010-11, \$144,434 in FY 2011-12, and \$23,666 in FY 2012-13.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As mandated by Welfare and Institutions Code 16501.5, OSI had implemented the statewide CWS/CMS, which is an automated system that provides comprehensive statewide database information, case management and reporting capabilities for child welfare services. On August 21, 2007, your Board adopted and executed the State Standard Agreement Number 00017763, authorizing the County to accept reimbursement for 100 percent of the cost of one DCFS CSW III to serve as a consultant/SME to OSI for a period of 24 months, ending on August 31, 2009. The consultant is currently providing and will continue to provide OSI with technical expertise from a county social worker's perspective, relative to the procurement, development and implementation of the New System Project (NSP) CWS/Web system. CWS/Web will be

a State-administered on-line case management system used by county workers to help them make decisions in planning and developing service plans related to children and families and their needs.

The attached Agreement details the services which the consultant will be providing to OSI. The Agreement and all its attachments were prepared by the State, and do not include any of the Board-required provisions.

The Chief Executive Officer (CEO) and County Counsel have reviewed this Board letter, Agreement, and its attachments. County Counsel has approved the Agreement and its attachments, Resolution and Certification as to form. CEO has approved the Board Letter and its accompanying attachments.

### **CONTRACTING PROCESS**

This is a sole source contract. Following recommendations by DCFS and interviews by OSI, the consultant was selected for the existing contract on the basis of his expertise, practical experience and willingness to travel as needed. He is the incumbent who has served in that capacity since August 2007 and was requested by OSI to continue to serve under the new Agreement.

### **IMPACT ON CURRENT SERVICES**

If the recommended actions are not approved, the County will not be able to provide OSI with critical pertinent information as it relates to the County's interest in the development and implementation of the CWS/Web system. Furthermore, OSI's ability to technically support the County in the use of the CWS/Web will be jeopardized.

**CONCLUSION**

Upon approval and execution, it is requested that the Executive Officer, Board of Supervisors send one adopted copy of the Board letter and four original attachments to:

Miguel Jauregui, Acquisition Specialist  
State of California  
Office of Systems Integration Procurement Center  
Office of Systems Integration  
2535 Capitol Oaks Drive, Suite 120  
Sacramento, California 95833

and a copy of the adopted Board letter and attachments to:

1. Department of Children and Family Services  
Contracts Administration  
Attention: Rita Murgas-Lee, Interim Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020
2. Office of the County Counsel  
Social Services Division  
Attention: Diane Cachenaute, Paralegal  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street Suite 602  
Los Angeles, California 90012

Respectfully submitted,

  
PATRICIA S. PLOEHN, LCSW  
DIRECTOR

PSP:SK:CM  
RML:SN:bv

Attachments (3)

Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

This resolution must be adopted in order to certify the approval of the Governing Board

**RESOLUTION**

Be it resolved that the Governing Board of Supervisors hereby authorizes the person(s) who is/are listed below, to sign the transaction for the Governing Board to enter into Agreement Number 75318682 with the State of California Office of Systems Integration (OSI) for the purpose of providing consultant services relative to the procurement, development and implementation of the New System Project (NSP) CWS/Web system.



Chairman  
County of Los Angeles Board of Supervisors

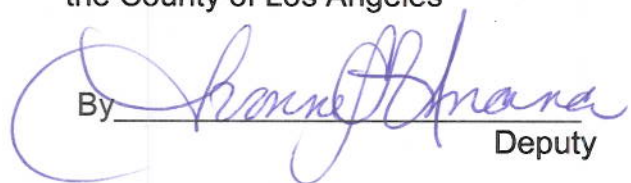
The foregoing resolution was adopted on the 4th day of AUGUST, 2009, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

I, Sachi A. Hamai, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles, California, certify that the foregoing is a full, true and correct copy of the resolution adopted by said Board so acts.



SACHI A. HAMAI, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles

By



Deputy

APPROVED AS TO FORM  
BY ACTING COUNTY COUNSEL  
ROBERT E. KALUNIAN

 7/13/09

By Kathy Bramwell  
Principal Deputy County Counsel



CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |  |  |  |
|---|--|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i><br>County of Los Angeles   |  |  | <i>Federal ID Number</i><br>95-6000927 |
| <i>By (Authorized Signature)</i><br> |  |  |  |
| <i>Printed Name and Title of Person Signing</i><br>Don Knabe, Chairman, Los Angeles County Board of Supervisors       |  |  |  |
| <i>Date Executed</i><br>AUG 04 2009   |  | <i>Executed in the County of</i><br>Los Angeles                                    |  |

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))



2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

**Attachment C**

AGREEMENT NUMBER

**75318682**

REGISTRATION NUMBER

eP 1024464

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Systems Integration

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this

Agreement is: 9/1/2009 or upon approval, through 8/31/2012 or 36 months from approval.

3. The maximum amount  
of this Agreement is:

\$ 435,743.00

Four Hundred Thirty Five Thousand, Seven Hundred Forty Three Dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 3 pages

Exhibit B - Budget Detail and Payment Provisions 3 pages

Exhibit C\* - General Terms and Conditions GTC-307

Exhibit D - Special Terms and Conditions 3 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto.

CONTRACTOR'S NAME (if other than an individual, state the name of corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Don Knabe, Chairman, Los Angeles County Board of Supervisors

ADDRESS

425 Shatto Place, Los Angeles, CA 90020

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Systems Integration

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Paul Benedetto, Director

ADDRESS

P.O. Box 138014, Sacramento, CA 95813-8014

DATE SIGNED (Do not type)

**AUG 04 2009**

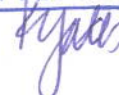
California Department of General  
Services Use Only



**APPROVED**

**AUG 25 2009**

**DEPT. OF GENERAL SERVICES**



☐ Exempt per:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**# 24**

**AUG 04 2009**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 26108 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

*[Signature]*  
Deputy



10/1/2011

**CWS/Web Project  
County Consultant Subject Matter Expert**

1. County of Los Angeles (hereinafter referred to as CLA) agrees to provide, county employee, George Tocher, to deliver Subject Matter Expert (SME) services to the state as described herein:
  - A. Under the direction of the Project Manager of the Office of Systems Integration (OSI), Child Welfare Services Web (CWS/Web) Project, and the Program Manager of the California Department of Social Services (CDSS), Case Management System (CMS) Branch, the SME performs analytical and technical work on the county implementation of CWS/Web solution. The SME is responsible for providing valuable knowledge and experience to ensure that the CWS/Web solution is effective, economical, and efficient within the county and state child welfare and adoptions setting; consistent with program policies and business practices; supports the achievement of program outcomes; and meets the needs of end users. The SME has a key role in facilitating ongoing communication with the counties/regional groups and ensuring the county/program perspective is represented in project documentation, deliverables, and communications.

The SME shall work with State staff as part of the team that implements the new CWS/Web solution and shall provide the following services:

- 1) Participates, analyzes, and recommends system requirements during requirements development and validation. Participates and assists in the detailed design of CWS/Web system. Analyzes legislation, regulations, and court decisions in regard to impact on the CWS/Web solution. Recommends and/or develops changes to CWS/Web requirements and/or design.
- 2) Serves as a county advocate to ensure the CWS/Web solution meets county program, fiscal, technical, and business needs. Also ensures that the CWS/Web solution meets federal, state, and county program and business needs. Provides input and gap analysis on the CWS/Web system. Provides input to supervisors on programmatic problems or issues as they arise.
- 3) Participates in the implementation of the CWS/Web solution by preparing for county and state transition from the CWS/CMS to the CWS/Web system. Assists in the identification of potential problems and issues that may arise from this transition. Assists in the review of material developed by the CWS/Web Systems Integration (SI) for statewide end user training.
- 4) Acts in the capacity of SME to the State and CWS/Web SI vendor on business process improvement efforts including impacts to CWS Program forms and reports to be produced by the CWS/Web system. Identifies and reports potential impacts, issues, and risks associated with the process improvement effort. Acts in the capacity of a SME, as needed, in discussions with contracted staff and vendor staff to assist in identification of business process impacts.
- 5) Reviews training materials and assists in the development of all County Letters and Informational Notices. Provides suggested changes to all required document sections related to program descriptions, needs, or outcomes developed in relationship to the CWS/Web system.



- 6) Meets with stakeholders, staff, end users, and other appropriate persons from various private and/or governmental organizations for the purposes of problem identification and resolution, inclusion of program policy and regulation, and procedure development. Travels to attend county, stakeholder, vendor, and staff meetings.
  - 7) Attends meetings as approved by the CWS/Web supervisors including but not limited to county, regional, and California Welfare Directors Association, to seek input and provide status on decisions and resolutions to issues. Identifies stakeholder communication needs. Assists in the development of appropriate stakeholder communication and communication methods.
  - 8) Organizes and facilitates the involvement of county staff in all project activities.
  - 9) Participates in CWS/Web acquisitions as a SME in the Request for Proposal (RFP) evaluation process. Assists in developing or revising proposal requirements, future environment, and evaluation criteria. Performs research and develops recommendations to clarify requirements based on Bidder questions during solicitation.
  - 10) Prepares presentations for various CWS/Web stakeholders as needed or requested.
  - 11) Provides content to update the CWS/Web website, including frequently asked questions.
  - 12) Performs ongoing review and revision of the CWS/Web System requirements and use cases to ensure they stay in alignment with current policy and new legislation.
  - 13) Assists in developing or revising all CWS/Web System documentation relating to program descriptions, needs, or outcomes, including State and federal control agency documents.
2. The SME's temporary headquarters for the term of this Agreement will be at 2535 Capitol Oaks Drive, Suite 130, Sacramento, California 95833. Duties may require the SME to travel occasionally to other locations throughout the State as directed by the Project Manager of the OSI, CWS/Web Project and/or the Program Manager of the CDSS, CMS Support Branch.
  3. With the exception of State holidays, the contracted services shall be provided during normal state business hours (Monday through Friday, 8 a.m. to 5 p.m.), unless otherwise authorized in writing by the OSI, CWS/Web Project Manager.
  4. The project representatives during the term of this agreement will be:

|   |  |
|---|--|
| State Agency: Office of Systems Integration | Contractor: County of Los Angeles                  |
| Name: Debbie Campora,<br>Project Manager    | Name: Pam Jacobian: Information<br>Systems Manager |
| Phone: (916) 263-8622                       | Phone: (562) 345-6605                              |
| Fax: (916) 263-4284                         | Fax: (562) 406-2143                                |
| Email: Debbie.campora@osi.ca.gov            | Email: jacobp@dcfs.lacounty.gov                    |

Direct all contractual inquiries to:

|   |  |
|---|--|
| State Agency: Office of Systems Integration                         | Contractor: County of Los Angeles  |
| Section/Unit: Acquisition Center                                    | Section/Unit: Department of Children and Family Services, Contracts Administration |
| Attention: Miguel Jauregui  | Attention: Lamberto Villarroel   |
| Address: 2535 Capitol Oaks Drive, Suite 120<br>Sacramento, CA 95833 | Address: 425 Shatto Place, Room 400<br>Los Angeles, CA 90020                       |
| Phone: (916) 263-3847   | Phone: (213) 739-6461  |
| Fax: (916) 263-0727   | Fax: (213) 637-2554  |
| Email: Miguel.jauregui@osi.ca.gov                                   | Email: villab@dcfs.lacounty.gov  |

5. The SME is directly supervised by the Project Manager of the OSI, CWS/Web Project and the Program Manager of the CDSS, CMS Support Branch.
6. The County officer or employee with responsibility for administering this Agreement on behalf of the County of Los Angeles is:

|                |   |
|----------------|---|
| Contractor:    | County of Los Angeles                           |
| Section/Unit:  | Department of Children and Family Services, BIS |
| Name:          | Patrick Delaney                                 |
| Phone:         | (562) 345-6642                                  |
| Fax:           | (562) 406-2143                                  |
| Email Address: | <u>delanp@dcfs.lacounty.gov</u>                 |

**TABLE 1, Budget Detail**

| <b>County Consultant:<br/>George Tocher</b>   | <b>SFY<br/>2009/10</b>                      | <b>SFY<br/>2010/11</b>                      | <b>SFY<br/>2011/12</b>                      | <b>SFY<br/>2012/13</b>                     | <b>TOTAL</b>     |
|---|---|---|---|--|------------------|
| <b>(Actual months and costs per fiscal year to be adjusted to actual term of Agreement)</b> | <b>9/1/2009 – 6/30/2010<br/>(10 Months)</b> | <b>7/1/2010 – 6/30/2011<br/>(12 months)</b> | <b>7/1/2011 – 6/30/2012<br/>(12 Months)</b> | <b>7/1/2011 – 8/31/2012<br/>(2 Months)</b> |                  |
| <b>Salary</b>   |   |   |   |  |                  |
| Base (Monthly \$6,432)  | \$64,320                                    | \$77,184                                    | \$77,184                                    | \$12,864                                   | \$231,552        |
| Overtime*   | \$2,218                                     | \$4,436                                     | \$2,218                                     | \$0  | \$8,872          |
| <b>Total Salary</b>   | <b>\$66,538</b>                             | <b>\$81,620</b>                             | <b>\$79,402</b>                             | <b>\$12,864</b>                            | <b>\$240,424</b> |
| <b>Benefits</b>   |   |   |   |  |                  |
| Retirement (PERS)   | \$6,901                                     | \$8,281                                     | \$8,281                                     | \$1,380                                    | \$24,843         |
| Thrift Plan   | \$2,573                                     | \$3,088                                     | \$3,088                                     | \$515                                      | \$9,264          |
| OASDI   | \$933                                       | \$1,120                                     | \$1,120                                     | \$187                                      | \$3,360          |
| Life Insurance  | \$28  | \$34  | \$34  | \$6  | \$102            |
| Sick Leave Buyback  | \$329                                       | \$395                                       | \$395                                       | \$66                                       | \$1,185          |
| Options/Choice  | \$11,947                                    | \$14,336                                    | \$14,336                                    | \$2,389                                    | \$43,008         |
| LTD Health  | \$89  | \$107                                       | \$107                                       | \$18                                       | \$321            |
| Dependent Care  | \$6   | \$7   | \$7   | \$1  | \$21             |
|   |   |   |   |  |                  |
| <b>Total Benefits</b>   | <b>\$22,806</b>                             | <b>\$27,368</b>                             | <b>\$27,368</b>                             | <b>\$4,562</b>                             | <b>\$82,104</b>  |
|   |   |   |   |  |                  |
| <b>Total Salary &amp; Benefits</b>  | <b>\$89,344</b>                             | <b>\$108,988</b>                            | <b>\$106,770</b>                            | <b>\$17,426</b>                            | <b>\$322,528</b> |
|   |   |   |   |  |                  |
| <b>Overhead</b>   | <b>\$20,445</b>                             | <b>\$24,534</b>                             | <b>\$24,534</b>                             | <b>\$4,089</b>                             | <b>\$73,602</b>  |
|   |   |   |   |  |                  |
| <b>Sub Total</b>  | <b>\$109,789</b>                            | <b>\$133,522</b>                            | <b>\$131,304</b>                            | <b>\$21,515</b>                            | <b>\$396,130</b> |
| <b>10% allowance for unexpected increases to budget line items</b>                          | <b>\$10,980</b>                             | <b>\$13,352</b>                             | <b>\$13,130</b>                             | <b>\$2,151</b>                             | <b>\$39,613</b>  |
| <b>CONTRACT TOTAL</b>   | <b>\$120,769</b>                            | <b>\$146,874</b>                            | <b>\$144,434</b>                            | <b>\$23,666</b>                            | <b>\$435,743</b> |

\* Includes an overtime allowance of 40 hours for FY 09/10; 80 hours for FY 10/11; 40 hours for FY 11/12.

## 1. INVOICING AND PAYMENT

- A. In consideration, of the performance of the foregoing in a satisfactory manner, and upon receipt of detailed invoices, the State agrees to pay the CLA, monthly in arrears, in accordance with Exhibit B, Budget Detail and Payment Provisions, Table 1, Budget

Detail. The State reserves the right to deny requests for reimbursement in excess of any line item in the budget.

- B. All invoices submitted to the State shall identify the Agreement Number 75318682. Invoices that do not contain this information will be returned to the CLA with an Invoice Dispute Notification requesting the information to be added to the invoices. The invoices must include copies of the CLA SME's timesheets approved and signed by the OSI, CWS/Web Project Manager.
- C. Invoices shall be submitted in triplicate to:

**Office of Systems Integration  
Attention: Accounting  
P. O. Box 138014  
Sacramento, CA 95813-8014**

- D. The CLA SME shall submit Travel Expense Claims to the CWS/Web Project Manager for direct reimbursement. The SME is eligible for long-term travel per diem and short-term travel allowances. Reimbursement for travel including mileage, lodging, per diem, and conferences shall be made in accordance with the provisions of the California Department of Personnel Administration (DPA), Regulations.
- E. In the event that there is a cost increase or decrease in the employee base salary, employee benefits, and/or CLA overhead during the term of this Agreement, the CLA may submit a change request to adjust the contract budget (Table 1, Budget Detail) accordingly. The State has included a 10% (ten percent) cost allowance in the contract budget to account for this type of increase. Under this provision, the CLA must provide a change request which includes justification for any increase in cost. Under this provision, the cost increase must not exceed ten percent (10%) of the contract amount per line item. The State must review and approve any change request in writing. The following steps must be used for any change request to the line item budget:
- (1) The CLA submits a written change request to the State project representative explaining the need for the change(s) and identifying the specific line item(s) to be decreased or increased.
  - (2) Within 20 business days of receipt of the change request, the State project representative must review the change request and approve or deny the change(s) in writing. The State must provide an explanation for the decision to approve or deny the change request.
  - (3) Any cost/budget increases exceeding ten percent (10%) of the contract amount per line item must be made in the form of an amendment to the Agreement.
- F. The State reserves the right to review service levels and billing procedures insofar as they impact changes to this Agreement.

- G. All invoicing for services must be received by the OSI within 90 days of the State fiscal year end date, June 30, or 30 days following the end of the Agreement term, whichever comes first. The **final invoice** must include the statement, "Final Billing".

## 2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and affect. In this event, the State shall have no liability to pay any funds whatsoever to the CLA or to furnish any other considerations under this Agreement and the CLA shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement to the CLA to reflect a reduction in the amount.

## 3. CONTRACT WITH FEDERAL FUNDS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitation, or conditions enacted by the Congress or any statute enacted by Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. OSI has the option to invalidate the Agreement under the 30-day cancellation clause, Termination without Cause (Exhibit D), or to amend the Agreement to reflect any reduction of funds.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS (GTCs)**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions, GTC-307, will be incorporated in the Agreement by reference to Internet site: <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> and the clauses in CCC-307 to be signed by the CLA.

## **EXHIBIT D SPECIAL TERMS AND CONDITIONS**

### **1. PERFORMANCE COMMENCEMENT**

This Agreement is of no force or effect until signed by both parties, and approved by the Department of General Services, if required. Performance may not commence until such approval has been obtained.

### **2. TERMINATION WITHOUT CAUSE**

This Agreement may be terminated by either party without cause upon 30 days written notice to the CLA.

### **3. CERTIFICATION REGARDING LOBBYING**

For Agreements with contractors who are state entities not under the authority of the Governor, or counties, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services, the contractor agrees to sign and submit to CDSS the "Certification Regarding Lobbying" form which is being forwarded to the contractor with this Agreement. (Section 1352, Title 31 of the U.S. Code)

### **4. RETENTION OF PERMANENT COUNTY POSITION & SERVICE CREDIT**

The SME shall retain his permanent position as a Children Social Worker III (CSW III) during the term of this Agreement. The period during which the SME renders services pursuant to this Agreement shall be credited by the County to the SME for purposes of determining seniority, promotional status, retirement date and other employee benefits.

### **5. RIGHTS TO COMPETE IN EXAMS**

The SME maintains all rights to compete in the CLA's open and promotional exams and State open exams.

### **6. ADEQUATE NOTICE OF IMPENDING DEPARTURE FROM COUNTY EMPLOYMENT**

The SME will provide adequate notice to the CLA should the SME decide to leave the CLA's employment while working for the State.

### **7. SME LEAVE REPORTING**

The SME shall report leave usage to CLA while working for the state.

## 8. WORK RULES

The SME shall abide by the State and/or OSI work rules, policies, and/or practices. Where conflicts may occur with the CLA's work rules, policies and/or practices, the State and/or OSI rules shall apply.

## 9. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700

A. The SME is subject to the following incompatible activities provision of Government Code 1126 during the term of this Agreement:

“(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”

B. Any employment or other arrangement for compensated services by the SME with a CWS/Web Project contractor, during the SME's assignment to the OSI, shall be deemed an incompatible activity within the meaning of Government Code Section 1126, subsection (a), and is prohibited during the term of this Agreement.

C. The SME is subject to the State's conflict of interest programs, and as such will be required to complete the Statement of Economic Interests, Form 700.

## 10. OSI ACCEPTABLE USE SECURITY POLICY AND ACKNOWLEDGEMENT FORM

In accordance with the OSI Acceptable Use Security Policy, SME's authorized to use State owned or leased equipment or facilities are required to read the OSI Acceptable Use Security Policy and sign the OSI Acceptable Use Security Policy Acknowledgement form.

## 11. SUBSTITUTE PERSONNEL

In the event that the SME is unable to perform their duties due to illness, resignation, or other factors beyond the CLA's control, the CLA agrees to make every reasonable effort to provide suitable personnel. The substitute personnel must meet all the requirements and must be approved by the state prior to starting work.

## 12. RIGHTS TO RETURN TO PREVIOUS PERMANENT POSITION

Upon termination or expiration of this Agreement, the SME shall return to his permanent position as a Children Social Worker III in the CLA department in which he worked prior to this Agreement, at the step at which the SME would have been eligible.

## 13. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the SME in order to carry out this Agreement, or which become available to the SME in carrying out this Agreement, shall be protected by CLA and the SME from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the CLA and the SME. If the methods and procedures employed by the CLA and the SME for the protection of the CLA and SME's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State, to carry out the intent of this paragraph. The CLA and the SME shall not be required under the provisions of this paragraph to keep confidential any data or information which is or become publicly available, is already rightfully in the CLA or SME's possession, is independently developed by the CLA or the SME outside the scope of this Agreement, or is rightfully obtained from third parties.